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~~INTERSTATE COMMERCE COMMISSION~~**ASSIGNMENT OF LEASE**

WHEREAS, UNITED STATES RAILWAY EQUIPMENT Co., a corporation of the State of Illinois (hereinafter referred to as "United"), and CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY (hereinafter referred to as "Lessee"), have entered into a lease (herein called the "Lease") dated January 15, 1974*providing for the lease by United to the Lessee of 332 box cars, therein described (hereinafter referred to as the "Cars"); and

WHEREAS, the Lease was recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, and assigned recordation number 7307* and

WHEREAS, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter referred to as "Bank"), is the mortgagee under a certain Chattel Mortgage ("Security Agreement") dated as of March 1, 1976, securing the loan of certain monies to United evidenced by United's note and United has agreed to assign all of its right, title and interest in and to the Lease to Bank as additional security for the note all as set forth in the Security Agreement.

NOW, THEREFORE, for value received and upon the terms and conditions hereinafter set forth:

1. United does hereby sell, assign, transfer and set over to Bank all of the right, title and interest of United in and to the rentals and all other amounts payable by the Lessee or any other person, firm or corporation with respect to the Cars or under the Lease, except that any amount so payable shall continue to be paid to and received by United until and unless Bank or its successors or United shall notify the Lessee or any successor to its interest that an event of default has occurred under the terms and provisions of the Security Agreement and that payments are thereafter to be made to Bank, or its successors; and in furtherance of this Assignment and transfer, United does hereby authorize and empower Bank in the event of notice of a default as aforesaid, in its own name to sue for, collect, receive and enforce all payments to be made to United by the Lessee under and in compliance on the part of the Lessee with the terms and provisions of the Lease, to exercise all of the rights of United under any of the provisions of the Lease, and in its discretion to take any action under the Lease or with respect to the Cars, as United could have taken thereunder

*as amended

if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate Bank to take any action under the Lease or in respect of the Cars.

2. United warrants and covenants (a) that on the date hereof title to the Cars and the Lease (subject to this Assignment and the rights of the Lessee under the Lease) is vested in United, that it has good and lawful right to sell and assign the same as provided in the Security Agreement and herein and that its right and title there is free from all liens and encumbrances, subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder; and (b) that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by United. United will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

3. United represents and warrants that the Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Bank, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as Bank may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to Agent or intended so to be.

4. Pursuant to the terms of the Security Agreement and this Assignment, United shall not without the prior consent of Bank:

(a) terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of the Lease (except as otherwise expressly provided in the Security Agreement) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate created by the Lease; or

(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Bank under the Security Agreement) any rent payment then due or to accrue in the future under the Lease in respect of the Cars; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to Bank under the Security Agreement) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.

5. Upon full discharge and satisfaction of all indebtedness secured by the Security Agreement, the assignment made hereby shall terminate and all estate, right, title and interest of Bank in and to the Lease shall cease and revert to United. Bank agrees that upon satisfaction of the indebtedness as aforesaid it will execute and deliver to United a release or reassignment of its interest hereunder as United may request.

6. This Assignment shall be construed in accordance with and shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, United has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the 1st day of March, 1976.

UNITED STATES RAILWAY
EQUIPMENT Co.

By


Vice President

ATTEST:


Assistant Secretary


ACCEPTED:

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By


Vice President

ATTEST:


~~Operations Officer~~
Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } ss

On this 24th day of April, 1976, before me personally appeared S. L. Salomonson and Lawrence P. Hantz, to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and Assistant Secretary of UNITED STATES RAILWAY EQUIPMENT Co., an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

May Ellen Jander
Notary Public

My commission expires ~~MY~~ COMMISSION EXPIRES
JUNE 19, 1979

STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss

On this day of , 1976, before me personally appeared and , to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and Operations Officer of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[SEAL]

Notary Public

My commission expires:

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STATE OF ILLINOIS }
COUNTY OF COOK } ss

On this day of , 1976, before me personally appeared
and , to me personally known, who be-
ing by me duly sworn, say that they are, respectively, the Vice President
and Assistant Secretary of UNITED STATES RAILWAY EQUIPMENT Co.,
an Illinois corporation, that the seal affixed to the foregoing instrument
is the corporate seal of said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority of its
Board of Directors, and they acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporation.

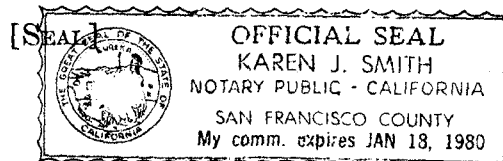
[SEAL]

Notary Public

My commission expires:

STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss

On this 14th day of April, 1976, before me personally ap-
peared AC J. Senze and Ellen K. Moran to me personally known,
who being by me duly sworn, say that they are, respectively, the
Vice President and ~~Assistant Secretary~~ Operations Officer of BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION, that the seal affixed to the foregoing
instrument is the corporate seal of said corporation, that said instru-
ment was signed and sealed on behalf of said corporation by authority
of its Board of Directors, and they acknowledged that the execution of
the foregoing instrument was the free act and deed of said corporation.



Karen J. Smith
Notary Public

My commission expires: January 18, 1980